



The Comptroller General
of the United States

Washington, D.C. 20548

Jordan

Decision

Matter of: Effects on Pay of Crossing International Dateline
File: B-223047
Date: June 8, 1987

DIGEST

1. In accordance with the general rule cited in 48 Comp. Gen. 233 (1968), six Navy employees who crossed the international dateline in both directions while traveling between Hawaii and Guam may not receive basic pay or overtime compensation for work performed during regular work hours of the day gained due to crossing the dateline in an eastward direction. Nonpayment for the regular duty hours worked on the day gained is offset by the fact that they were paid 8 hours of basic pay for a workday lost in crossing the international dateline going west earlier during the same cruise.

2. Where Navy employee's travel westward across the international dateline results in the loss of a Saturday, the employee is entitled to overtime pay for all hours worked on a workday gained crossing the dateline while traveling eastward at end of the same assignment. Where employee loses a non-workday going west, the workday gained going east is to be treated as a nonworkday added at the end of the employee's regularly scheduled workweek and work performed on that day is to be compensated at overtime rates. Since this is an extension of the principles stated in previous decisions, 48 Comp. Gen. 233 (1968) and 49 Comp. Gen. 329 (1969), it is to be applied prospectively.

DECISION

This is in response to a request for a decision concerning the appropriate manner of paying seven employees of the Naval Oceanographic Office (NAVOCEANO) who worked an extra day due to crossing the international dateline.^{1/} We have been asked

^{1/} This request was submitted by the Commanding Officer, Naval Oceanographic Office, Bay St. Louis, NSTL, Mississippi.

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to review the current pay policies of that office in conjunction with our consideration of the compensation claims here in issue.

BACKGROUND

The issues in this case arose in connection with the assignments of seven employees who performed an extra day's duty when they crossed the international dateline while aboard a naval vessel which was returning from Guam to Hawaii. The gained day resulted in the employees working Friday, July 27, 1984, twice, once on each side of the dateline. The employees, who were working 10-hour days during the cruise, claimed 8 hours of basic pay and 12 hours of overtime for the 20 hours of work they performed on the two Fridays in question. All seven employees have been paid 8 hours of basic compensation for the first Friday and 2 hours of overtime for each of the Fridays in accordance with NAVOCEANO's policy.

NAVOCEANO provided us with an outline of its compensation policy for employees crossing the international dateline, citing 48 Comp. Gen. 233 (1968) as its basis.^{2/} The policy is described as follows:

(A) Lost Day

- (1) When the lost day is a normal workday, the employee is paid basic pay for 8 hours for the lost day.
- (2) When the lost day is a weekend or nonworkday, the employee receives no compensation for the lost day.

(B) Gained Day

- (1) When the gained day is a normal workday, the employee is paid for 40 hours regular time for the week with no compensation for the gained day. Authorized time worked in excess of 8 hours on the gained day is paid at the overtime rate.
- (2) When the gained day is a weekend or nonworkday, the employee is paid at the

^{2/} 48 Comp. Gen. 233 upheld a longstanding administrative practice of not increasing or decreasing employees' pay when they cross the international dateline while performing assigned duties.

overtime rate for all authorized work performed on the gained day.

NAVOCEANO justifies not paying its employees basic pay for regular workdays gained while performing eastbound travel on the basis that the nonpayment is offset by the payment allowed for lost days not worked when employees cross the dateline in the course of westbound travel. The seven NAVOCEANO employees contend that they were not paid properly because they crossed the international dateline in the westward direction on a weekend day and, therefore, that they were not compensated for either the lost or the gained day.

According to NAVOCEANO records, the seven employees traveled from Hawaii to Guam at different times and the day lost incident to westbound travel varied from one individual to another. Two of the seven employees boarded the Guam-bound vessel in Hawaii on May 10 and performed assigned duties aboard the vessel from May 10 until June 4. These employees' time and attendance records indicate that a Monday was lost due to crossing the international dateline in the westward direction. Therefore, these two employees received 8 hours of basic pay for the workday they lost.

The five other employees traveled from Hawaii to Guam on commercial air carriers. The 20 hours lost due to crossing the international dateline and four time zones resulted in these employees losing the day of arrival in Guam. Two arrived in Guam on a Monday and two arrived on a Tuesday. These four employees also received 8 hours of basic pay for the workdays they lost.

The final employee left Hawaii on a Saturday and arrived in Guam on a Sunday. Since the lost day was a nonworkday, this employee received no compensation for that day. In addition, under the NAVOCEANO policy described above, he, like the six other employees, did not receive 8 hours of basic pay for the second Friday gained in the course of his eastbound travel at the end of the cruise.

ANALYSIS

As a preliminary matter, we note that NAVOCEANO has correctly applied our decisions in determining that all but the last employee lost a weekday when traveling westward across the international dateline. In 48 Comp. Gen. 233 we held that in establishing an employee's entitlement to pay, the time of the place at which the employee is located upon completion of travel is controlling. As such, the days of the week these employees lost once they arrived in Guam were determined according to the calendar there.

NAVOCEANO's policy is in general accord with the principles of international travel set forth in our decisions 48 Comp. Gen. 233 (1968) and 49 Comp. Gen. 329 (1969). The earlier decision involved an employee who lost a regular workday, a Friday, as the result of crossing the international dateline in the course of westbound travel. In holding that the employee was entitled to 8 hours of basic pay for that day, we held that employees crossing the international dateline going west should not have their pay reduced because of changes in the date or time. In that case we were not confronted with the issue of compensation in the course of eastbound travel but noted that compensation received for the day lost in the course of westbound travel will frequently compensate for the fact that the employee gains a workday traveling east. A situation of that character was specifically addressed in 49 Comp. Gen. 329, which involved an employee who had gained a Thursday, his regular workday, in the course of eastbound travel crossing the international dateline. Noting that the employee had received 8 hours of basic pay for the day he lost in traveling west, we held that the employee would not be entitled to 8 hours of basic pay for the extra workday gained in traveling east and that he should not be excused from his regular duties on Friday to compensate for the extra workday.

These two decisions do not purport to address the full range of issues that might arise in the course of travel that involves crossing the international dateline. They do, however, address the issues presented by the cases of the six NAVOCEANO employees whose westbound travel resulted in the loss of a regular workday. In the course of the particular cruise, each of these employees received 8 hours of basic pay for a lost workday--pay for which he or she performed no work. We do not believe it is inequitable to treat this compensation as offsetting the fact that the employees were required to work an additional day of their regular workweek as the result of crossing the dateline in the course of eastbound travel at the end of the same cruise. We therefore hold that these six employees were properly compensated for only 2 overtime hours worked on the second Friday, July 27, 1984, that each performed 10 hours of work.

In a case such as that of the seventh employee, where the day lost traveling west is a nonworkday and the day gained traveling east is a workday, the employee has, in effect, traded a nonworkday for a workday. An employee in this situation should be compensated as though he had performed work on a nonworkday during the pay period which includes the gained day. The seventh employee, therefore, should be paid 8 hours of basic pay and 2 hours of overtime for the 10 hours of work he performed on the first Friday, July 27, 1984. The second Friday, July 27, 1984, should be treated as the nonworkday he lost in July and he should be paid overtime for

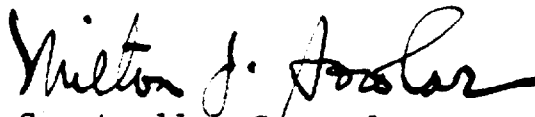
all 10 hours worked on this day. Payment of overtime for hours worked on a gained nonworkday is consistent with our decision B-165110, January 20, 1972. In that case we held that crew members manning an around-the-world flight going east were entitled to 22-1/2 hours of overtime compensation for working 13-1/2 hours on the first Saturday and 9 hours on the second Saturday gained when they crossed the international dateline.

The above principle should be applied regardless of whether the additional day gained falls near the beginning or the end of the employee's workweek. For timekeeping purposes, and in order to apply requirements as to basic workweek and overtime calculations, the gained day should be treated as a nonworkday which follows the last workday of the employee's regularly scheduled workweek. Consistent with this approach, if the day lost going west is a holiday, the gained day should be treated as a holiday for compensation purposes.

Basic compensation for the workday gained is to be allowed only where the agency has scheduled the travel going west in a manner that results in the loss of a nonworkday. Where that loss is the result of the employee's choice of travel days, the employee is to be treated as if he had lost a workday going west.

As a practical matter, agencies may find it necessary to delay compensating an employee for work on a day gained until the end of the particular cruise or temporary duty assignment, or at least until the employee has recrossed the international dateline. An agency may be unable to determine until that time whether the employee has been required to perform work on an additional workday for which he did not receive compensation in the form of a lost workday traveling west.

We recognize that this decision represents an extension of the principles set forth in our earlier decisions upon which agencies have long relied in compensating employees who cross the international dateline. For this reason, the rule stated for application to the case of the seventh employee is for prospective application. 54 Comp. Gen. 890 (1975) and 54 Comp. Gen. 1042 (1975). The claim of the seventh employee may be paid in accordance with this decision in recognition of the principles stated in George W. Lay, 56 Comp. Gen. 561, 566 (1977).



Acting Comptroller General
of the United States